

Todd Bennett  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Todd Bennett d/b/a Tonic Enterprises and Does  
1 – 10, inclusive,  
  
Defendants.

~~[PROPOSED]~~ PERMANENT  
INJUNCTION AND DISMISSAL WITH  
PREJUDICE

The Court, having read and considered the Joint Stipulation for Permanent Injunction and Dismissal with Prejudice that has been executed by Plaintiff Adobe Systems Incorporated (“Plaintiff”) and Defendant Todd Bennett d/b/a Tonic Enterprises (“Defendant”) in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties' stipulation and only as to Defendant, his successors, heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, 15 U.S.C. § 1051, *et seq.*, 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

1           2) Plaintiff is the owner of all rights in and to the copyright and trademark registrations listed  
2           in Exhibits A and B attached hereto and incorporated herein by this reference (collectively referred  
3           to herein as "Plaintiff's Properties").

4           3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff's Properties or  
5           substantially similar likenesses or colorable imitations thereof.

6           4) Defendant and his agents, servants, employees and all persons in active concert and  
7           participation with them who receive actual notice of the Injunction are hereby restrained and  
8           enjoined from:

9           a) Infringing Plaintiff's Properties, either directly or contributorily, in any manner,  
10          including generally, but not limited to manufacturing, importing, distributing, advertising,  
11          selling and/or offering for sale any unauthorized product which features any of Plaintiff's  
12          Properties ("Unauthorized Products"), and specifically from:

13           i) Importing, manufacturing, distributing, advertising, selling and/or offering  
14           for sale the Unauthorized Products or any other unauthorized products which  
15           picture, reproduce, copy or use the likenesses of or bear a substantial similarity to  
16           any of Plaintiff's Properties;

17           ii) Importing, manufacturing, distributing, advertising, selling and/or offering  
18           for sale in connection thereto any unauthorized promotional materials, labels,  
19           packaging or containers which picture, reproduce, copy or use the likenesses of or  
20           bear a confusing similarity to any of Plaintiff's Properties;

21           iii) Engaging in any conduct that tends falsely to represent, or is likely to  
22           confuse, mislead or deceive purchasers, Defendant's customers and/or members of  
23           the public to believe, that the actions of Defendant, the products sold by Defendant,  
24           or Defendant himself are connected with Plaintiff, are sponsored, approved or  
25           licensed by Plaintiff, or are affiliated with Plaintiff;

26           iv) Affixing, applying, annexing or using in connection with the importation,  
27           manufacture, distribution, advertising, sale and/or offer for sale or other use of any  
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1 goods or services, a false description or representation, including words or other  
2 symbols, tending to falsely describe or represent such goods as being those of  
3 Plaintiff.  
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5 5) Each side shall bear its own fees and costs of suit.

6 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

7 7) This Injunction shall be deemed to have been served upon Defendant at the time of its  
8 execution by the Court.

9 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to  
10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this  
11 Injunction against Defendants.

12 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to  
13 enter such further orders as may be necessary or appropriate to implement and enforce the  
14 provisions of this Injunction.

15 10) The above-captioned action shall, upon filing by Plaintiff of the Joint Stipulation re Entry  
16 of [Proposed] Judgment and [Proposed] Final Judgment and requesting entry of judgment against  
17 Defendant, be reopened should any of the Defendant default under the terms of the Settlement  
18 Agreement.

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1 11) This Court shall retain jurisdiction over the Defendant for the purpose of making further  
2 orders necessary or proper for the construction or modification of this consent decree and  
3 judgment; the enforcement hereof; the punishment of any violations hereof, and for the possible  
4 entry of a further Judgment Pursuant to Stipulation in this action.  
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6 DATED: September 12, 2008


7   
8 Hon. Maxine M. Chesney  
9 Judge, United States District Court  
for the Northern District of California

10 PRESENTED BY:

11 J. Andrew Coombs,  
12 A Professional Corporation

13 By:   
14 J. Andrew Coombs  
Nicole L. Drey  
15 Attorneys for Plaintiff  
Adobe Systems Incorporated

16 Todd Bennett, an individual and  
17 d/b/a Tonic Enterprises

18 By:   
19 Todd Bennett, an individual and  
20 d/b/a Tonic Enterprises  
21 Defendant, *in pro se*  
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